

Re: Application Number: 10/748,857

Filing date : 12-30-2003

Applicant: CORNFIELD, Randall

Art Unit: 3676

Confirmation Number: 6240

Examiner: WILLIAMS, MARK A

Commissioner for Patents

P.O. Box 1450

Alexandria VA 22313-1450

DECLARATION OF RANDALL CORNFIELD UNDER 37 CFR 1.132

Sir:

I, Randall Cornfield, declare as follows:

1. I am the inventor and owner of the intellectual property in the above-referenced Patent Application.

2. The claims of the above-referenced patent application are directed to an implement handle including a generally elongated and substantially rectilinear body defining a body longitudinal axis, a body forward end for connection to an implement head and a longitudinally opposed body rearward end, the body also defining a body top surface and a substantially opposed body bottom surface. The body defines an encirclable section located intermediate the body forward and rearward ends, the encirclable section being configured and sized so as to

be graspable between at least a portion of a palm and at least a portion of at least either one of a middle, ring or small fingers at least partially encircling the encirclable section. The body top surface is provided with an identifiable thumb rest area located intermediate the encirclable section and the body forward end for contacting at least a portion of the distal pulp of the thumb, the thumb rest area defining a rest area forwardmost location. The body bottom surface is provided with a substantially concave indentation defining an indentation surface located intermediate the encirclable section and the body forward end for contacting at least a portion of one of the finger lateral surfaces of the index finger with the latter in substantially perpendicular relationship with the body longitudinal axis. The indentation surface has a substantially arcuate cross-sectional configuration defining an indentation first end located substantially adjacent the encirclable section and an indentation second end located substantially adjacent to the body forward end, the indentation second end defining an indentation end point, the body defining a cross-sectional first reference plane extending in a substantially perpendicular relationship with the body longitudinal axis and intercepting the indentation end point, the indentation surface being configured and sized so that at least a section of the indentation surface is positioned forwardly relative to the first reference plane. The encirclable section has a substantially fusiform configuration tapering towards the body rearward end and tapering forwardly towards both the thumb rest area and the indentation.

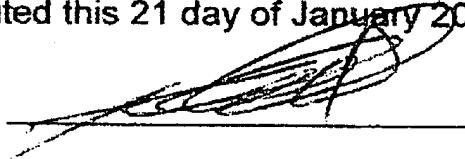
3. Despite the very large number of handles currently on the market, the vast array of manufacturers in the field, the immense amount of designers, engineers, companies and individuals seeking to develop improved universal handle designs, I successfully negotiated a licensing agreement for the claimed invention with Elica Trading Inc. An executed copy of this agreement is attached hereto. As stated in point 5. of this license agreement, the licensee has agreed to pay royalties on each item sold covered by the above-referenced patent application and, as stated in point 3.2, has agreed to pay royalties on a minimum

of 500,000 items in the first year. In other words, I have sold at least 500,000 items to the licensee for the first year.

4. Furthermore, I am in the process of negotiating another license agreement with another company, CTA International, as shown in the enclosed letter of intent. In addition I am also negotiating 2 private label programs for major US retailers, as well as one European one.

I, the undersigned, declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Executed this 21 day of January 2008.



Randall Cornfield

TRADEPRODUCT DISTRIBUTION AGREEMENT

This Agreement made as of December 10, 2007 (the "Effective Date") by and between Chef Randall Group (CRG), 5723A Sunrise, Montréal, Québec, H4W-1V9 (referred to as "Licensor"), and Elica Trading Inc., 11420, boulevard Albert-Hudon, Montréal-North, Quebec, H1G 3J6 (referred to as "Marketer").

WHEREAS, Licensor is the sole owner of rights to several kitchen spatulas and a ergonomic handle, of which patents are issued or pending as detailed in Schedule A (the "Intellectual Properties"); and

WHEREAS, Licensor desires to work with Marketer to market the product line, as defined in Schedule B (the "product"); and

WHEREAS, Marketer is in the business of importing and distributing housewares products, and

WHEREAS, the parties wish to set forth in the Agreement their understanding of the terms, and conditions upon which Licensor will grant to Marketer certain rights to use, distribute, sell, promote and otherwise exploit the Product Line.

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings set forth herein, and intending to be legally bound hereby and the preamble forming an integral part of this Agreement, the parties agree as follows:

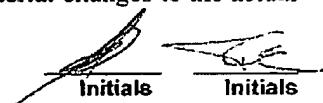
1. Marketing and Distribution Rights.

- 1.1. Exclusive Rights. Licensor grants to Marketer exclusive right to produce, or arrange to manufacturer two lines of kitchen tools and gadgets using all of the design elements found in Licensor's ergonomic handle design. The two different product lines comprise of two different versions of Licensor's ergonomic handle design, as defined in Schedule B annexed hereto. Marketer shall only produce lines of kitchen tools, spatulas, small hand held gadgets and items destined to be used in a domestic kitchen, and must provide samples of all products it wishes to apply the ergonomic handle design onto prior to commencing the tooling and subsequent manufacturing process. Only items approved in writing by Licensor can be included in the product line.
- 1.2. Non-Exclusive Rights. Licensor grants to Marketer non exclusive rights to certain proprietary elements designed for kitchen spatulas and tools as specified in the Schedule B annexed hereto.

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- 1.3. **Territory.** Licensor grants to Marketer the exclusive and non exclusive rights to promote, market, sell and otherwise distribute the Product Line throughout Canada, United States and Mexico (the "Territory").
- 1.4. **Channels of Distribution.** Licensor grants to Marketer the exclusive right to exploit the product line in the territory, limited to specific retail channels or trade, mainly; mass market, big box retailers, club formats, department stores, gourmet, specialty and hardware retailers. Marketer shall only market said products under a single brand name (of its choosing) and shall not build any private label or co-branded programs. Marketer may not distribute the product line to the following channels of distribution; Commercial and restaurant equipment, all direct to consumer channels including but not limited to internet, mail order, catalog, in home shopping, live TV shopping and to infomercial companies.
- 1.5. **Definition of Channels of Distribution.** In the event that a channel of distribution is not clearly definable or specific retailer can not be positioned into one of the channels as detailed in 1.4 above, then Marketer shall supply the Licensor the name and nature of said retailer for approval.
- 1.6. **Right of First Refusal.** Licensor grants to Marketer the right of first refusal to create a third and fourth product line, outside the limitations of those as specified in the Schedule B annexed hereeto. These new product lines shall bear a brand belonging to Licensor and a separate agreement for these product lines shall be negotiated between the parties, in good faith.
- 1.7. **Use of Materials.** Marketer shall have the exclusive and non-exclusive rights granted to use the Intellectual Property, and Materials that Licensor may own, control or have the right to use with respect to the Product Line, all of which shall remain the sole property of Licensor.
 - 1.7.1. **Modifications.** Marketer shall have the right to modify the final designs it shall apply onto the products (strictly styling changes, no material changes to the actual



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intellectual property is allowed) prior to the tooling and manufacturing process. Marketer shall supply drawings and if required prototypes of the new designs to the Licensors for approval. Only written approval shall constitute acceptance of these design changes.

- 1.7.2. Marketer shall bear any costs for such changes to the designs and all modifications shall become the property of Licensor. Any third party who works for Marketer to render designs or such shall revert all rights to said design to Licensor.
- 1.8. Sub Distributors. Marketer shall have the right to utilize outside parties with regard to sale of the Product Line within the Territory. Any such sub distributor shall comply with all of the terms of this Agreement as if it was the Marketer.
- 1.9. Tooling. Marketer shall have the right to create tooling for the Product Line. Licensor shall provide to Marketer specifications for both the manufacturing of the tooling and subsequent production that will be produced therewith. Marketer shall ensure compliance by its manufacturers with those specifications. Any tooling shall immediately become the property of Licensor, but Marketer shall have the exclusive right to the use thereof throughout the time that this Agreement is in effect. Marketer shall notify the manufacturer of Licensor's ownership of tooling.
 - 1.9.1. Marketer grants Licensor the right to use the tooling to produce for itself other versions of the handle design for sale in distribution channels not granted to Marketer. Further, Marketer also grants Licensor the right to use the spatula, kitchen tools and gadget tooling for the same purposes. Licensor must produce other designs and in qualities superior to that being made by Marketer.
- 1.10. List of Manufacturing and Production Items. Marketer shall provide to Licensor a list of all tooling and manufacturers of the Product Line. The list shall detail the nature of the item, its location, all specifications relevant to it, and the identity of its manufacturer and any other information that may be relevant to the item.



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1.11. Licensor's Approval of Manufacturing of Product Line Items.

1.11.1. Marketer shall submit to Licensor two sets of samples of each item, together with detailed specifications of the materials used, including quality, thickness and other relevant information concerning the item. If Licensor approves the samples as presented, it shall return one of them to Marketer, together with written specifications for the manufacturing of the item. Marketer shall be responsible for the cost of sending and returning the samples. The samples returned by Licensor shall bear markings indicating Licensor's approval for Marketer to keep as a record and to ensure the actual work is being done to specifications. In the event that Licensor disapproves of the samples, it will detail the required changes and, once they have been made, Marketer shall provide Licensor with production samples of the corrected item. Licenser's approval of such samples shall not to be unreasonably withheld.

1.11.2. Inspection of Production. Licensor shall also provide Marketer and manufacturer with inspection criteria for use by an inspection agency, the employment of which Marketer shall insure, for verification of the manufacturer's compliance with the specifications during full production. The inspection agency shall report its findings to both Marketer and Licensor prior to any shipments being made. If any Product Line or New Product Line item does not pass inspection, Marketer shall ensure that the manufacturer promptly rectifies the deficiencies found to exist.

1.12. Licensor's Approval of Packaging and Advertisements. Marketer shall provide Licensor with the text and conceptual layout of any packaging and advertisement, for the purposes of approving any claims made by Marketer as to the function of Licensors intellectual properties and obtain Licensor's approval prior to the placement thereof, which shall not be unreasonably withheld. Marketer shall provide Licensor with two samples of any new packaging or advertisement and if Licensor approves the samples as presented, it shall return one of them to Marketer, together with written specifications for the manufacturing of any packaging item. Marketer shall be responsible for the cost of sending and returning the samples. The samples returned by Licensor shall bear markings indicating

Licensor's approval, which shall serve as a record of such approval and to ensure the actual work is done to specifications. In the event that Licensor disapproves of the samples, it will detail the required changes and, once they are made, Marketer shall provide Licensor with production samples of the corrected item. Licensor approval of such samples shall not be unreasonably withheld.

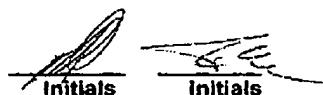
2. Supply of Product Line.

2.1 The Product Line shall be manufactured by Marketer in accordance with the manufacturing specifications provided by Licensor and in accordance with the procedures set forth above. Marketer shall obtain Licensor's written approval of each factory utilized by it to manufacture items in the Product Line. Marketer shall provide Licensor, or its designee, with actual production samples of each item and shall obtain Licensor's written approval of it prior to commencing full-scale production of that item. In the event that Licensor disapproves the sample of any item, Marketer shall promptly correct the deficiencies. Marketer shall provide Licensor with copies of all orders placed with any manufacturer of items in the Product Line, which shall indicate the unit and total cost of each individual item ordered. Licensor shall work with the manufacturer to create and test working prototypes of any new product and to develop specifications therefore. Marketer shall implement the use of a third party inspection agency, or other mutually agreeable method, to oversee and ensure quality, workmanship, and adherence to Licensor's specifications.

3. Minimum Requirements.

- 3.1. Minimum Initial Quantity. Marketer shall manufacture and pay royalties to Licensor on a minimum of 150,000 units (the "Minimum Initial Quantity") of items in the Product Line no later than 120 days of the effective date.
- 3.2. Marketer shall manufacture and pay royalties to Licensor on a minimum of 500,000 units (the "Yearly Quantity") of items in the Product Line per annum to retain its rights for the first year and 1,000,000 units per annum thereafter.

4. Termination of Agreement.



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4.1.1. Lessor may, at its sole option, terminate this Agreement if Marketer fails to generate, and timely pay to Lessor the royalties on the manufacturing of at least 500,000 units of Product Line per annum, whether or not such sale takes place by marketer.

5. Royalties

5.1. Marketer shall pay royalties to Lessor on volume of products it has manufactured. Payment is based on the Final FOB costs per unit:

Royalty	Sales Volume
15%	Up to on the first 499,999 units per year
13%	over 500,000

5.2. Payment of Royalties and Profits. Marketer agrees to pay the Lessor all royalties as shipments are placed on board at origin of manufacturing "FOB" (7) days after documents are rendered to Marketer by its transportation company and/or customs broker.

5.3. Right to Audit. Lessor will have the right, but not obligation to audit the books and records of Marketer once per annum, upon thirty (30) days prior written notification. The expenses of such audit shall be borne by Lessor, unless such audit finds a discrepancy of three percent (3%) or more between the royalties owed to Lessor and the amount paid to Lessor by Marketer.

5.4. Promotional Samples. Marketer shall be allowed in any given 12 month period to distribute up to 500 samples of any item in the Product Line for promotional purposes without any royalty being due to Lessor thereon. Marketer shall provide up to 100 samples of any item in the Product Line to Lessor without charge.

6. Periodic Reports. Marketer shall provide a report to Lessor summarizing the number of Product Lines manufactured and shipped. Lessor or its representatives may examine the books and records used by Marketer at the Quebec offices of Marketer and during normal business hours, upon five business days' notice to Marketer.



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7. Intellectual Property Rights

7.1. Lessor's Intellectual Property. Marketer shall not acquire any right, title or interest in or to any of Lessor's Intellectual Property, but only the rights granted to Marketer under this Agreement with respect thereto.

7.1.1. The trademark used by Marketer to sell this product line shall belong to it. This shall survive termination of the agreement.

7.1.2. During the term of the agreement Marketer shall not sell a similar line of products to those licensed in this agreement. Upon termination of this agreement, Marketer shall have the right to create a replacement line of products that do not violate the intellectual properties of Lessor.

7.1.3. Enforcement of Rights. Lessor and Marketer shall each have the right, but not the obligation, to enforce its respective rights in the Intellectual Property against infringement thereof in the Territory, at its sole cost and expense. In the event that one party declines to do so, the other party shall have the right to enforce any such rights in Lessor's name at their sole cost and expense. Marketer shall have the obligation to defend the Intellectual Property. However the method of defense shall be at the sole discretion of Marketer. The party shall fully inform other party of the status of any such enforcement efforts. The foregoing notwithstanding, in the event of the infringement of the Intellectual Property in the Territory, such that a product being offered for sale in any of the sales channels covered by this Agreement leads the consumer to be confused as to which product is the original, or becomes so competitive as to give the consumer the choice of two similar products, Marketer shall have the obligation to defend the Intellectual Property, through legal action.

8. Lessor's Representations and Warranties.

8.1. Lessor represents and warrants that during the term hereof (including any renewal term) no other entity, or individual, other than those authorized herein, has or will have the right to market, license or otherwise exploit the Product Line in the distribution

A photograph of two handwritten signatures and the word "Initials" written twice below them. The signatures appear to be in black ink on a white background.

channels herein contemplated. Lessor agrees that during the term hereof (including any renewal term) it will not market the Product Line in the distribution channels reserved to Marketer. Lessor represents and warrants that it is not a party to, or bound by any other contractual or other obligations that would adversely affect or impair the rights granted to Marketer herein.

- 8.2. Lessor represents and warrants that, as of the Effective Date, there is no litigation, arbitration proceeding, governmental or other regulatory proceeding or any other claim pending or threatened against Lessor which may adversely affect the rights granted to Marketer under this Agreement.
- 8.3. Lessor represents and warrants that, as of the Effective Date, it has maintained all its intellectual property rights in respect to the product line and that it shall inform Marketer of any material change to the status of any intellectual property.

9. Marketer's Representations and Warranties

- 9.1. Marketer represents and warrants that, as of the Effective Date, there is no litigation, arbitration proceeding, governmental or other regulatory proceeding or any other claim pending or threatened against Marketer which may adversely affect its ability to perform its obligations under this Agreement.
- 9.2. Marketer represents and warrants that it is not a party to, or bound by any contractual or other obligations that would adversely affect or impair its ability to perform its obligations under this Agreement.
- 9.3. Marketer shall not contest or assist any other person in contesting the validity, scope, ownership, of lessors intellectual property or any aspect thereof.

10. Indemnification.

- 10.1. By Lessor. Lessor shall indemnify and hold harmless Marketer and its subsidiaries, affiliates, sub-distributors and sub-licensees and their respective officers, directors, shareholders, employees, licensees, agents, successors and assigns from and against any and all liabilities and expenses whatsoever, including without limitation, claims,



damages, judgments, awards, settlements, investigations, costs and reasonable legal fees ("Claims"), which any of them may incur or become obligated to pay as a result of (i) the use of any of Lessor's patents, trademarks or artwork, or (ii) the breach by Lessor of its representations, warranties, covenants or obligations under this Agreement.

- 10.2. By Marketer. Marketer shall defend, indemnify and hold harmless Lessor and its officers, directors, shareholders, employees, licensees, agents, successors and assigns from and against any and all Claims which any of them may incur or become obligated to pay arising out of, or resulting from the breach by Marketer of any of its representations, warranties, covenants or obligations under this Agreement.
- 10.3. Procedure. Promptly after learning of the occurrence of any event which may give rise to its rights under this agreement by any party seeking to enforce such right (a "Claiming Person") shall give written notice of such matter to the party against whom enforcement of such rights is sought (the "Indemnifying Party"). The Claiming Person shall cooperate with the Indemnifying Party in the negotiation, compromise and defense of any such matter. The Indemnifying Party shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the Indemnifying Party shall promptly notify the Claiming Person of all material developments in the matter. In no event shall the Indemnifying Party compromise or settle any such matter without the prior consent of the Claiming Person, which shall not be bound by any such compromise or settlement absent its prior consent.
11. Product Line Liability Insurance. Marketer shall obtain, and keep in force product liability insurance covering items in the Product Line sold by it or by any third party on its behalf, during the period that this agreement is in effect and for one year following its expiration or any earlier termination. Such coverage shall be provided by an insurer approved by Lessor and be in an amount not less than \$2,000,000 in the aggregate. Lessor and, upon Lessor's request, any of its subsidiaries, affiliates, officers or employees who are involved with the marketing and distribution of the Product Line shall be named as additional insured on all such insurance policies, each of which shall be endorsed so as to provide at least 30 days notice to Lessor of its cancellation, termination or non-renewal. At Lessor's request, Marketer shall deliver to it evidence of such insurance.

12. Term. This Agreement shall remain in full force and effect for an initial term of three years (the "Initial Term"), commencing as of the Effective Date. Marketer and Licensor agree to negotiate, in good faith, the renewal of this Agreement for one or more additional two-year terms upon the expiration of the Initial Term, provided that Marketer has paid to Licensor its minimum royalties.
13. Termination Upon Breach. Either party may terminate this Agreement, upon 45 days notice to the other, based upon the breach by the other party of any of its material representations, warranties, covenants or obligations under this Agreement. Upon the expiration of such notice period, this Agreement shall terminate without the need for further action by either party, provided, however, that if, within such 30-day notice period, the breach upon which such notice of termination is based shall have been fully cured to the reasonable satisfaction of the non-breaching party, such notice of termination shall be deemed rescinded. Such right of termination shall be in addition to Licensee's right to terminate this Agreement under the provisions of section 4.1.1 and such other rights and remedies as the terminating party may have under applicable law.
14. Rights and Duties Upon Termination. Marketer, for a period of one year following the expiration of this Agreement shall retain the right to sell its remaining inventory of Product Line by doing the following: (i) accept and process orders for items in the Product Line that were placed prior to the effective date of termination, (ii) accept and process those orders from customers with whom Marketer was negotiating or from whom Marketer had solicited orders prior to the effective date of termination, (iii) solicit and fill reorders from prior customers, (iv) Marketer shall provide Licenser with a list of any remaining inventory of items in the Product Line in Marketer's hands after the exercise of the foregoing rights and Licenser shall have sixty (60) days within which to notify Marketer of its election to purchase such inventory from Marketer at its cost, which shall be the amount actually paid to the factory for the Product Line and the shipping expense. In the event that Licenser does not exercise this option, Marketer shall have the right to seek offers for such inventory from others.
15. Confidentiality. The parties have entered into a previous confidentiality agreement which shall remain in force for all new items presented by either party. Notwithstanding the foregoing, Marketer and Licensor shall have no obligation with respect to any Confidential Information which (i) is or becomes within the public domain through no act of Marketer or Licensor in


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breach of this Agreement, (ii) was lawfully in the possession of Marketer or Lessor without any restriction on use or disclosure prior to its disclosure under the terms of this agreement, (iii) is lawfully received from a source other than the other party subsequent to the date of this Agreement, without any restriction on use or disclosure, (iv) is required to be disclosed pursuant to rule or regulations promulgated under federal or state securities laws and applicable to the proposed discloser, or (v) is required to be disclosed by order of any court of competent jurisdiction or a government authority having the power to require such disclosure, provided, however, that the party receiving such order shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible and shall timely inform the other party of such order so that it may attempt, by appropriate legal means, to limit such disclosure.

16. Miscellaneous.

- 16.1. Securing of Intellectual Properties: This agreement may be terminated by Marketer if Lessor fails to secure patent protection for its ergonomic handle in the jurisdiction of The United States of America.
- 16.2. Expenses. Provided Marketer has given prior written approval, Marketer shall reimburse Lessor for all expenses necessarily incurred by Lessor's officers or employees in connection with services that are performed at the request of marketer, including, without limitation, travel and lodging expense.
- 16.3. Notices. All notices, requests, instructions, consents and other communications to be given pursuant to this Agreement shall be in writing and sent in a manner that requires proof of delivery. Notice shall be deemed received (i) on the same day if delivered in person, by same-day courier, or by facsimile transmission, (ii) on the next day if delivered by overnight mail or courier, or (iii) on the date indicated on the return receipt, or if there is no such receipt, on the third calendar day (excluding Saturdays and Sundays) after being sent by certified or registered mail, postage prepaid, to the party for whom it is intended. Notices shall be sent to the respective parties at the following addresses:

If to Lessor:

Chef Randall Group

Attention: Randall Cornfield

If to Marketer:

Elica Trading Inc.

Attention: Tony Elisii


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And to Licensee's Attorney
Jerome T. Dorfman, Esq.

Each party may by written notice given to the other in accordance with this Agreement change the address to which notices to such party are to be delivered.

- 16.4. **Entire Agreement: Amendment.** This Agreement, including the Schedule annexed hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them. Each party has executed this Agreement without reliance upon any promise, representation or warranty other than those expressly set forth herein. No amendment of this Agreement shall be effective unless written and signed by both parties.
- 16.5. **Waiver of Breach.** The failure of any party hereto at any time to enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provision in the event of any future breach thereof, or in any way affect the validity of this Agreement or the right of any party to thereafter enforce its provisions.
- 16.6. **Force Majeure.** In the event of war, fire, flood, labor troubles, strike, riot, act of governmental authority, acts of God, or other similar contingencies beyond the reasonable control of either of the parties interfering with the performance of the obligations of such party, the obligations so affected shall be deferred or eliminated only to the extent necessitated by such event or contingency without such party being liable for breach of this Agreement on account thereof, but this Agreement shall otherwise remain unaffected. Notice, with full details of any circumstances referenced herein, shall be given by the affected party to the other party within ten days after its occurrence. The affected party shall use due diligence, where practicable, to minimize the effects of or end any such events.
- 16.7. **Further Actions.** The parties agree to execute such additional documents and to perform such other and further acts as may be necessary or desirable to carry out the purposes and intents of this Agreement.

16.8. **Severability.** All of the provisions of this Agreement are intended to be distinct and severable. If any provision of this Agreement is or is declared to be invalid or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such invalidity or unenforceability, and the parties shall with best efforts attempt to replace any such invalid or unenforceable provisions with one that comes reasonably close to the original intent and that is valid and enforceable. Such invalidity or unenforceability shall not affect either the balance of such provision, to the extent it is not invalid or unenforceable, or the remaining provisions hereof, or render invalid or unenforceable such provision in any other jurisdiction.

16.9. **Conflict with Schedule.** In the event of a conflict between this Agreement and the Schedule, the terms and conditions of the Schedule shall prevail.

16.10. **Currency.** All dollar amounts set forth in this Agreement and the Schedule shall refer to U.S. Dollars.

16.11. **Governing Law, Dispute Resolution.** This Agreement shall be governed by and construed by the laws of the Province of Quebec, without giving effect to the conflicts of laws provisions thereof.

Effective Date. The Effective Date of this Agreement shall be December 10, 2007.

IN WITNESS WHEREOF, the parties have caused this Agreement and Schedule to be duly executed on the date first written above.

Chef Randall Group

By:

Randall Cornfield

Elica Trading Inc.

By:

Tony Elisii

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Schedule A

List of intellectual properties

Implement Handle:

Application # 10,748,857 United States of America
Application # 2551976 Canada

Ergonomic Ladle:

United States of America Patent #US 6,880,590 B2

Application #2525518 Canada

Utensil Having Integrated Lip:

Application #10,513,727 United States of America
Application #2485246 Canada

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Schedule B**List of Licensed Products****Implement Handle:**

Exclusive rights to two (2) different variations of the elements covered in the patent applications referenced in Schedule A mainly, a narrowed thumb and index finger section, guard for holding the index finger and tapered palm section.

Version 1 will be a Polypropylene Handle with Polypropylene Collar and Nylon Tool head

Version 2 will be a Polypropylene Handle with either a Silicon or Stainless Steel Collar* and Silicon or Stainless Steel Ring* and Nylon Tool head.

* Marketer will choose one material for both the collar and ring.

Ergonomic Ladle:

Non exclusive rights to make a ladle in both collections using the elements covered in the patent applications referenced in Schedule A mainly, snap on cover for portion control and another for straining food stuff, off set handle from center of bowl and 3 separate sections in the bowl.

Utensil Having Integrated Lip:

Non exclusive rights to make spatulas, spoons or other kitchen tools in both collections using the elements covered in the patent applications referenced in Schedule A mainly, a protruding flange beyond the tangential plain of the given tool.

CTA International

258-Cao XI Road, Lane 27 Hangxing Business Affairs Building
Bldg. 1. - Suite 401-409
Shanghai, China
200233

Randall Cornfield
Chef Randall Group
5723A Sunrise
Montreal, Qc
H4W-1V9

RE: CONFIDENTIAL LETTER OF INTENT

December 10, 2007

Dear Randall:

Based upon our review thus far, CTA is definitely interested in entering into a license agreement with you concerning your kitchen tool collection, gadgets, ergonomic handle and cookware lines. The purpose of this Letter of Intent is to set forth the present intentions and proposals of CTA to enter into a license agreement with you.

Anticipated Terms of business relationship:

Parties – by and between CTA International (“CTA”) and Chef Randall Group (“Chef”) collectively referred to as the “Parties”

Purpose – to license certain patents, trademarks and other intellectual property rights for the product line, as detailed below, to CTA so that CTA (or its designee) may manufacture and sell product line thru the European Economic Community, Middle East and Asia (with the exception of Korea and Japan).

Form – the contemplated business transaction would include an exclusive license agreement for the product line, meeting the purpose outlined above. The parties may either include other products into the subsequent agreement to follow this letter of intent, or may enter into additional agreements for additional products, but neither party shall be obligated to extend the products covered in this agreement or shall be obligated to enter into additional agreements for additional products.

Term – the license agreement would have an initial term of 2 years, and could be renewed for two additional one-year terms, at CTA’s option, after which CTA shall have the right to terminate the agreement, negotiate to extend the license agreement and/or enter into an alternative business relationship with respect to the product line.

Royalty and minimum performance – CTA shall pay to Chef a royalty of 15% on the first US\$1,000,000 of shipped orders, FOB the port of origins from which the various goods are manufactured. For sales above \$1,000,001 up to US\$2,500,000 the royalty rate shall be 13.5% and for all sales above \$2,500,001 the royalty rate shall be 12%.

Licensed Products - Ergonomic Handle, Kitchen Tool collection including the lip and ladle concepts, kitchen gadgets using ergonomic handle, mandolin, can opener, glass cutting board, serving board, Polypropylene cutting board, Turbo Cooker, Turbo Grill and gardening tools using the ergonomic handle.

Support - Chef agrees to provide sales, marketing and technical support, as requested by CTA.

Confidentiality – the parties will treat this Letter of Intent, subsequent agreements and the related business transactions as confidential.

Publicity – no public disclose of the contemplated agreement or any ensuing agreement shall be made without the prior review and written approval of both parties.

No Third Parties – The Parties acknowledge that no third parties are entitled to any fees related to this Letter of Intent or the resulting transaction.

Chef shall have the right to use his trademarks, trade names, patents and other intellectual properties which are not licensed to CTA for purposes and products not covered in this agreement, providing they are not conflicting with the business activates of CTA or in any manner which will create confusion by the consumer in the territories licensed by CTA.

Chef shall have the right to use all tooling to produce goods of the product line for sale outside the territories. Chef shall pay all additional tooling costs to add his logo to production.

Liability insurance - CTA shall include Chef in the companies liability insurance policies for all the products covered by this agreement and shall have the insurer provide proof of such during the term of the agreement CTA must ensure that said insurance is current and that CHEF are part of it.

Period of Exclusivity - From the date hereof until the earlier of 90 days or termination of this Letter of Intent by mutual agreement of the Parties, Chef shall not directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept, or consider any proposal of any other person or entity relating to the licensing or sale of the intellectual property rights related to the product line, in whole or in part, whether directly or indirectly, through license, purchase, merger, consolidation, or otherwise (other than sales of existing product inventory in the ordinary course).

This term sheet is intended to reflect the present understanding of the discussions between the Parties regarding the proposed business relationship. It is not intended to be, nor evidence any, legally binding agreement or obligation on the part of any of the parties, except with respect to the Period of Exclusivity set forth above. No agreement shall be binding unless and until each party has reviewed, approved and executed a definitive written agreement incorporating all the terms, conditions and obligations of the Parties. The legal rights and obligations of each Party shall be only those that are set forth in the definitive agreement. Neither Party has an obligation to negotiate or conclude the business arrangement set forth in this Letter of Intent. Each party acknowledges that it will not take action or refrain from taking action in reliance of this term sheet, and any such reliance would be at its own risk.

I look forward to working with you to complete a successful relationship.

Sincerely,

CTA International

By: Carlos E
Carlos Elisii

ACKNOWLEDGED AND AGREED TO BY:

Chef Randall Group


Randall Cornfield